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STERIS CORPORATION

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5960 HEISLEY ROAD

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

440 354 2600

Request for

RFQ NUMBER

<u>WE</u>H90125 ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV 24801

304-436-8710

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS **NET 30 DAYS** COMMON CARRIER OR/GIN PRE-PAY AND ADD 05/18/2009 BID OPENING DATE: 06/18/2009 **OPENING TIME** 01:30PM CAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 410-60 ĒΑ \$ 24,993.00 \$ 49.986.00 * AMSOCO 3085 \$P SURGICAL TABLES OR EQUAL. SEE ATTACHED SPECIFICATIONS.) *PRICE BASED ON FURNISHINGCAND INSTALLING STANDARD STER'S 3085 ELECTRICAL POWERED SURGICAL TABLES AS SPECIFIED. SEE ATTACHED QUOTATION FOR BREAKOUT PRICING. CANCELLATION: THE DIRECTOR OF PURCHASII ហាដូម្ព RIGHT TO CANCEL THIS CONTRACT IMMEDIATE NOTICE TO THE VENDOR IF THE COMMODITIES RECEIVED SUPPLIED ARE OF AN INFERIOR QUALITY OR TO THE SPECIFICATIONS OF THE BID AND CO 2009 JUN 16 A 10: 28 1 IN THE EVENT THE VENDOR/CO BANKRUPTCY: ERCHASING DIVISION FOR BANKRUPTCY PROTECTION, THIS CONTRACT STATE OF WV CALLY NULL AND VOID, AND IS TERMINATED ORDER. INQUIRIES: RITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR 中-MAIL. IN ORDER TO ASSURE NO ENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 6/15/09 814-870-8472 PAMALA LYDICK FEIN 34-148-2024 CONTRACT ADMINISTRATOR ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

440 354 2600

Request for Quotation

RFQ NUMBER WEH90125

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

<u> 104-558-0067</u>

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV

24801 304-436-8710

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State of West Virginia
Department of Administration
Purchasing Division
2019 Westington Court 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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454 MCDOWELL STREET WELCH, WV

24801

304-436-8710

05/18/2009 BID OPENING DATE: 06 LINE QUANTI	TERMS OF SALE	SHIP VI	300000000000000000000000000000000000000	F.O.B.	
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GENERAL INFORMATION

Project: to purchase two (2) new Amsco 3085 SP Surgical table or equal for Welch Community Hospital.

OPERATING ENVIRONMENT

Delivery Location: Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background: Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

PROCUREMENT SPECIFICATIONS

1.) General Requirements:

Two (2) each, new Amsco 3085 SP Surgical tables or equal with specified components.

(All equipment must be <u>new</u>. No used, reconditioned, re-manufacturered equipment.)

2.) Specifications:

- A.) Must provide two (2) new Amsco 3085 SP Surgical Table or equal.
- B.) Each table must include 2" tabletop pad set.
- C.) Each table must include X-ray (radiolucent) tops. X-ray top should be designed so that cassettes can be loaded from the head, foot, or either side for a full range of exposure angles.
- D.) Each table must include two (2) anesthesia arm-boards w/3" pad.
- E.) Each table must include perineal cutout filler piece.
- F.) Each table must include cable wrap.
- G.) Each table must include conductive restraint strap: standard length 66 ½".
- H.) Each table must be electric powered, 120 volts.
- I.) Each table must have a Raise/Lower Height range 27" to 44".
- J.) Each table must have Lateral tilt-18 degrees.
- K.) Each tabletop must have the ability to:
 - a. Trendelenburg and Reverse Trendelenburg position 25 degrees maximum from horizontal.
 - b. Lateral Tilt position (right and left) 18 degrees maximum from horizontal.

- c. Back up position 55 degrees maximum (80 degrees in REVERSE orientation) or down 25 degrees maximum (105 degrees in REVERSE orientation) from horizontal.
- d. Leg up 80 degrees maximum (55 degrees in REVERSE orientation) or down 105 degrees maximum (25 degrees in REVERSE orientation) from seat section.
- e. Flex position back section down 20 degrees maximum with seat section down 25 degrees maximum from horizontal.
- f. Reflex position, back section up 25 degrees maximum with seat section up 35 degrees maximum from horizontal.
- g. Return to level-the tabletop can be returned to level by pressing the level control. The table must move in anatomically correct increments until it reaches level.
- h. Height-27" minimum to 44" maximum.
- L.) Each table must be rated to support 1,000 lb patients in a normal patient orientation.
- M.) Each table must be equipped with an auxiliary override system to allow table operation in the event of primary control malfunction.
- N.) The base will have at least four swivel casters to facilitate easy table relocation and movement.
- O.) The table base will have at least three floor locks.
- P.) Each table will have a T-shaped pedestal table base.
- Q.) Each table will have a shipping weight not greater than 1,000 pounds.
- R.) Each table length will be at least 75" no greater than 78".
- S.) Each table width will be at least 20" no greater than 22".
- T.) Each table will be constructed of quality materials and craftsmanship to be used in a surgical environment, with easy to clean surfaces that will resist stain, tarnish, and rust.

3.) Delivery and In-service Training

- A.) Delivery shall be within thirty (30) days after receipt of the approved purchase order. Vendor must deliver the equipment, setup, and provide instructional training on the equipment usage and features.
- B.) Within fifteen (15) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Director of Nursing at Welch Community Hospital for coordination of vendor's delivery and healthcare providers' in-service training.

C.) Vendor will be responsible for the removal and disposal of delivery material and/or packing debris.

4.) Payment

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

*STER'S MUST TAKE EXCEPTIONSTO PAYMENT BEING MADE "IN ARREARS." STER'S PAYMENT TERMS ARE NET 30 DAYS AFTER INVOICE DATE.

Cost Sheet WEH90125 Amsco 3085 SP Surgical Table or Equal Total

	Equipment Description	Quantity	Equipment Each	Equipment Cost
1.	Amsco 3085 SP Surgical Table or Equal	2	\$23,304.11	\$46,608.22
2.	X-ray Tops	2	\$ 1,020.10	\$ 2,040.20
3.	Standard Accessory Package to include: Anesthesia Armboard w/3" Pad Qty. 2 Perineal Cutout Filler Piece Cable Wrap Conductive Restraint Strap: Standard Length 66 1/2 inches.	2	\$668.79	\$1,337.58
4.	In-Service Training	1	\$ N/C	\$ N/C
5	Delivery Charge	1	\$1,453.00	\$1,453.00
	Total			\$51,439.00

Award will be made to the vendor with the lowest overall grand total of all items requested in accordance with the bid specifications.

Vendor will invoice hospital for equipment, delivery and in-service, payment will be made in arrears.

*SEE ABOVE STATEMENT RECARDING PAYMENT TERMS.

Pamala Tyduk	PAMALA LYDICK, STERIS CORP.	6/15/09
Vendor Signature	CONTRACT ADMIN. Vendor Name	Date

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/ noticeConfidentiality.pdf.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: STERIS CORPORAT	} ON		
Authorized Signature: Pan	mala Lydick	Date:6/15/09	
Authorized Olymania	PAMALA LYDICK, CONTRACT ADMIN	NISTRATOR	



440-354-2600 STERIS Corporation 5960 Heisley Road Mentor, OH 44060-1834 • USA

QUOTATION

454 MCDOWELL ST WELCH COMMUNITY HOSPITAL (26040)

WELCH, WV 24801 US

Hazel.A.Addair@WV.gov) ATTN Hazel Addair, Materials Management (Phone: 304 436-8710) (Email:

> Revision No: STERIS Quote No: MCARR2499487

Submitted By:

Date:

May 26, 2009

Mark Carr, Account Manager

STERIS is pleased to make the following proposal for your consideration:

Conditions of Sale and for the Installation Terms and Conditions included on the last page(s) of this quotation). Any additional or different terms proposed by Buyer NOTICE: Sale of any Products or Services covered by this quotation is conditioned upon Buyer's assent to the terms contained herein (including the Terms and are hereby objected to and will not be binding upon STERIS unless specifically assented to in writing by STERIS' authorized representative in Mentor, Ohio.

STERIS Quotation No: MCARR2499487
Date: May 26, 2009
Revision No 1

2.0000	1.0000	₹
00	000	Item
BF202 X-ray To Surgical Tables Amsco 3085 SP Surgical Table 3085 Accessories	ST010201	Equipment #
X-ray Tops - 3085/3080 Table gical Table	COMPATIBLE TABLETOP WITH 2" TLT PADS The Amsco 3085 SP General Surgery Table offers extreme surgical versatility, reliability, durability, superior imaging, and ease of use. Available in four configurations, both battery and electric versions are available with or without X-ray tops. The four-section top (approximately 75"L x 20"W) is radio translucent and includes a desirable manual kidney elevator. Hydraulic actuation enables ultra-precise tabletop articulation. An auxiliary control and manual foot pump back up normal hand and foot controls to assure table motions during power outages. Normal and reverse patient positioning are conveniently enabled by the programmable hand control. The tabletop height is adjustable from 27" to 44". The stainless steel covered "T-shaped" table base and column enable optimum surgical team and equipment interface. The base includes four swivel casters and self-leveling Surgical Tables Amsco 3085 SP Surgical Table Electric Powered With 2" Tabletop Pad Set	Description
N	rgical versatility, 1 with battery and electory 20"W) is radio ultra-precise table controls to assure to the graph of the steel covered "Tase includes four the sase includes for the sase includ	Quantity
1,020.10	23,304.11 46, lity, reliability, durability, superior delectric versions are available with adio translucent and includes a tabletop articulation. An auxiliary sure table motions during power by the programmable hand control. ed "T-shaped" table base and column four swivel casters and self-leveling	Unit Discount Price
2,040.20	46,608.22 superior liable with or des a auxiliary power l control. and column lf-leveling	Extended Discount Price

49,986.00	24,993.00	JDING TAXES	D QUOTE TOTAL EXCLUDING TA	Currency USD	
1,337.58	668.79	N	BF413 Std Access Pkg 3085/3080 w/3" pad - w/std strap 66-1/2" Standard Accessory Package includes: Anesthesia Armboard w/3" Pad(BF804) - Qty. 2 Perineal Cutout Filler Piece (BF205) Cable Wrap (BF316) Conductive Restraint Strap: Standard Length (66 ½ ") (BF45 Surgical Tables Amsco 3085 SP Surgical Table 3085 Surgical Table Accessory Packages	BF413 Standard Accessory I Anesthesia Armboard Perineal Cutout Filler Cable Wrap (BF316) Conductive Restraint Surgical Tables Amsco 3085 SP S 3085 Surgical Tab	3.0000
Extended Discount Pri	Unit Extended Discount Price Discount Price	Quantity		Equipment#	Item

WELCH COMMUNITY HOSPITAL (26040)

STERIS Quotation No: MCARR2499487

Date: May 26, 2009 Revision No 1

Above pricing does not include (unless otherwise specified):

Prices do not include after hours installation.

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to or contract. For extended shipments, add 1/2% per month for any subsequent period beyond (12) months. confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order

Term of Payment: Net 30 Days

Terms of Shipping: PPD/ADD

OB: FOB Origin

In order to expedite handling, please include the following information on your purchase order:

- Required delivery date of products at your facility
- Proof of tax exemption, if applicable
- Freight Terms (per quotation)
- Payment Terms (per quotation)
- Special Handling or Delivery Requirements (i.e., power lift gate, 24-hour notification, limited receiving dock hours, etc.)
- Trade-In items should include serial number
- Contact Name and Phone Number
- Ship to and bill to address

***TRADE IN EQUIPMENT REQUIREMENTS:

- Purchase order total(s) must be made in full excluding the trade-in allowance. Upon receipt of the good(s) by STERIS Corporation, full credit allowed for the trade-in will be applied to the Customer's invoice via a Credit Memo.
- Ņ Federal Law (OSHA & DOT) requires that all used medical equipment be decontaminated prior to shipment or transport. Also required on decontamination procedures. are tags indicating which areas of the equipment have been AND have not been decontaminated. Call 1-800-895-6240 for information

STERIS Quotation No: MCARR2499487

Date: May 26, 2009

Date: May 26, 2009 Revision No 1

					Fax: 440-639-4450	Mentor, OH 44060 Tel: 440-354-2600	STERIS Corporation	By: Mark Carr Account Manager
Bill To Address:	Ship To Address:	Want Date:	Purchase Order:	E-mail:	Date:	Title:	Signature:	Accepted For: WELCH COMMUNITY HOSPITAL (26040)

To simplify your future Healthcare purchases of STERIS consumables, visit our new on-line store at www.steris.com http://www.steris.com.

Revision No 1	Date: May 26, 2009	STERIS Quotation No: MCARR2499487
on No I	6, 2009	499487

Individual Providing Information:		Other Restrictive Requirements (see example below): Yes:	No:
Telephone Number(s):		Details on Restrictive Requirements (i.e. Off Shift or Union Drivers, Extra Handling Resources, Tow	ling Resources, Tow
Date Information Received:		Motor, etc.):	
Is Specific Delivery Date Required:	Yes:No:		
What is Specific Delivery Date:			
Dock Hours:	Open: Close:	Safety Requirements: Hard Hat, Eye Protection, Steel Toe Shoes, Long Pants, etc:	, etc:
ls Saturday Delivery Available:	Yes:No:		
Saturday Delivery Hours:	Open: Close:		
Loading Dock:	Yes: No:	is Dumpster Available: Yes:	No:
ls Loading Dock Standard Size:	Yes: No:	Unpacking or Disposal of Packing Materials: Yes:	No:
ls Lift Gate Delivery Required:	Yes: No:	Does Trade-in Need De-installation Prior to Delivery: Yes:	No:
Contact Customer Prior to Delivery:	Yes: No:	Rigging Required: Yes:	No:
Delivery Contact Name(s):		Consolidated Shipment Required: Yes:	No:
Delivery Contact Telephone Number(s):):	Is staging required:	No:
Inside Delivery Required:	Yes:No:	Destination needs to be accessible to tractor trailer with sleeper cab (53' long trailer 13.5' high) otherwise small truck must be arranged - at extra cost:	ailer 13.5' high)
Inside Delivery Into Dock Door:	Yes: No:		
Inside Delivery to Department or Floor.	Yes: No:		
Department or Floor Location:		It STERIS installation team is controlling this delivery, when do they want delivery and who is STERIS contact and phone number:	
Other Delivery Requirements (i.e. Flooring, Doorway Restrictions, Elevators) :	ring, Doorway Restrictions, Elevators)):	
Tractor Trailer Size or Specialized Truck Requirements:	k Requirements:	Other Comments:	
7			

STERIS CORPORATION TERMS AND CONDITIONS OF SALE

NOTICE TO BUYER: STERIS Corporation ("Seller") hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

Offer and Acceptance

- A. The Seller's quotation constitutes an offer for the sale of Products or Services (the "Offer"). Unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions of sale set forth in this document ("Seller's Terms") apply to all Products and Services sold or provided by Seller.
- B. Any purchase order or other form of acceptance issued by Customer shall result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer shall be deemed to have accepted any of Seller's Terms to which Customer has not specifically objected. Customer's issuance of a purchase order which purports to reject some or all of Seller's Terms by virtue of standard form language shall not be sufficient objection. Customer shall be required to set forth each objection to Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance which are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage, which is contrary to Seller's Terms shall apply.
- Seller reserves the right to correct any typographical or clerical errors in prices, specifications quotations, or acknowledgments.

II. Products or Services Subject to Sale

The Products (including equipment, supplies, and parts) or Services subject to this sale shall be limited to those described in the Offer. They do not include, and Customer assumes responsibility for (A) removal from tailgate of carrier, set-up, installation, and start-up; (B) safety equipment used with the Products or Services or by Customer's employees or any third parties in handling or working with the products; (C) signs, plaques, and training related to the proper installation, handling, use, storage, and disposal of the Products, and (D) all utility hook-ups, building code approvals, and other regulatory requirements, as applicable. If the Customer is a government entity, Customer acknowledges that the Products are commercial tems and that except as required by law, government accounting and procurement principles do not apply.

At Seller's request, Customer will furnish sufficient information to enable Seller to assess Customer's creditworthiness. Seller may, in its discretion, require letters of credit, full or partial payment in advance, or other forms of security.

. Prices

A. Prices are subject to change without prior notification.

- B. Prices are based on U.S. dollars and are F.O.B. point of shipment. Prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or any export or import duties. Those changes may be prepaid by Seller and added to Customer's invoice.
- V. Shipment, Delivery, and Inspection
- A. Seller shall select the method and carrier for delivery of all Products. Title and risk of loss or damage to the Products shall pass from Seller to Customer upon delivery to a carrier at point of shipment.
- B. Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.
- C. Time shall not be of the essence of this agreement.
- VI. Payments, Title and Security Interest
- A. All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Customer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable hashing for the follower.
- B. Payments for Supplies or Parts shall be due 30 days from the date of Seller's invoice.
 C. Payment for Equipment shall be due upon receipt without regard to the actual date of installation. Pre-payment of 30% of the price will be required on receipt of order for specially designed or specially engineered Equipment. If production by Seller is delayed by Customer, partial payment is to be made based on the contract price and a percentage of completion at the time of notification of delay. If shipment is delayed by Customer, payment shall become due 30 days from the date Seller has notified Customer it is ready to ship.
- D. Payment for installation of Equipment or Parts shall be due upon completion.
- E. Should Customer delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month.
- F. Notwithstanding that title and risk of loss pass to Customer upon shipment, Customer hereby grants a security interest in all Products to secure Customer's payment in full. Customer authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction financing statements and amendments naming the Customer as debtor and describing the Products as collateral.

II. Lelays

- A. Seller shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from Customer, changes in specifications, force majeure, including but not limited to strikes, labor disturbances, material shortages, non-manufacturing conditions, delays or faitures of carriers or communication, epidemics, fire flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond Seller's reasonable control.
- B. In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller shall undertake to notify the Customer promptly of

any significant delay and will specify the revised delivery date as soon as practical. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER OR MANUFACTURE.

C. If shipment is delayed or extended by Customer, Customer shall arrange for and notify Seller of the place or places to which Seller shall ship the Products covered by the order for warehousing or storage at Customer's expense and all risk of loss or damage to the Products or Services shall be borne by Customer. If Customer is unwilling or unable to promptly arrange for warehousing or storage facility, Seller may do so at Customer's expense. Customer hereby agrees to pay any and all storage charges so incurred and Seller's invoice, which it shall issue upon shipment of Products to the place of storage.

VIII. Cancellation

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms which will compensate Seller for loss due to the cancellation. Prior to shipment, Customer may cancel by giving written notice of cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping and handling charges as reasonably determined by Seller.

Equipment Design

Seller reserves the right to make changes and improvements in the design and specifications of its Products without notice or obligation to Customer.

X. Warranty and Disclaimers

A. Seller warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of shipment to Customer. Seller's sole warranty with respect to all other Products is that such products comply with Seller's specifications for a period of 90 days from the date of shipment unless the Product is subject to an expiration date, in which case the expiration date shall apply. Seller's warranties do not apply to damage resulting from unauthorized installation, accident, casually, alteration, misuse, or failure to follow Seller's written instructions. No other express warranty is made with respect to the Products, if any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

B. Customers sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Seller's option, to refund the purchase price; provided (1) the Product has not been altered or modified by other than Seller, (2) it has been properly stored, installed, maintained and operated within the limits specified by Seller, and (3) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products, and in the event of repair or replacement, returns the product to Seller, freight prepaid. Defective parts replaced by Seller shall become the property of the Seller. Repaired or replacement parts will be shipped to the Customer FOB point of shipment.

- C. If the Product sold is not manufactured by Seller, Seller will extend to the Customer the same warranty protection Seller received from the original manufacturer.
- D. Seller is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Seller in writing.

E. NEITHER SELLER NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE LABILITY OF SELLER EXCEED THE DELIVERY. If Seller, without separate compensation therefor, furnishes the Customer with advice or other assistance concerning any product supplied hereunder or any system or equipment in which any such product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.

F. Deferred Warranty Start Date (where applicable; sold separately). Where applicable and purchassed separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of shipment, provided Seller confirms by inspection that as of the deferred start date, the Products meet STERIS's original factory specifications and do not materially differ from their factory-shipped condition. In addition, STERIS requires that STERIS equipment storage guidelines (listed on equipment drawings and shipping crates and available upon request from STERIS) be followed.

XI. Patents, Trademarks, Copyrights and Software

 Seller warrants that Products it manufactures pursuant to its design shall be delivered free of any rightful claim for infringement of any United States patent, trademark or copyright.

B. If Seller is notified promptly in writing of any claim of infringement, Seller will defend or may settle at its expense arry such claim, provided, however, that Customer must cooperate with Seller in the defense of any claim. Seller shall, at its expense and option, either procure for the Customer the right to continue using any infringing Products, or replace or modify them so they become non-infringing, or remove the Products and refund the purchase price (less reasonable depreciation for any period of use). The foregoing states the entire liability of Seller for any patent, trademark, copyright, or other intellectual property infringement by Products or any part thereof.

C. The preceding representations shall not apply to any Product or part specified by Customer or manufactured to Customer's design, or to the use of any Product furnished hereunder in conjunction with any other item in a combination not furnished by Seller as a part of this transaction. As to any such item, part, or use in such combination, Seller shall have no liability whatsoever for patent, trademark or copyright infringement and Customer will indemnify Seller and hold Seller harmless against any claims, liability, damages or expenses, including reasonable attorney fees, as a result of infringement claims arising therefrom.

XII. Disclosure of Information

Any information, suggestions, or ideas given by the Customer to Seller in connection with Seller's performance hereunder are not secret or submitted in confidence, except as may be otherwise provided in writing, signed by Seller.

XIII. Assignment

No right accruing to the Customer by virtue of the manufacturer/purchaser relationship between Seller and the Customer nor any duty of Seller resulting from that relationship shall be assignable

WELCH COMMUNITY HOSPITAL (26040)

STERIS Quotation No: MCARR2499487

Date: May 26, 2009

Revision No 1

without Seller's prior written consent

XIV. Severability

Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

KV. Non-waive

No failure by Seller to exercise any right accruing to it by virtue of the manufacturer/purchaser relationship or under any contract of sales entered into with the Customer shall operate as a waiver thereof or preclude the exercise of any other right or privilege by Seller.

YX Notice

Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by telefax or by prepaid registered mail. Notice by telefax shall be deemed to have been received when transmitted and any notice sent by registered mail shall be deemed to have been received on the second day following the date mailed.

XVII. Entire Agreement and Amendments

There are no other Terms and Conditions applicable to the purchase and sales of Seller's Products other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.

XVIII. Limitation of Actions

Any action for a breach of contract arising out of Seller's acceptance of Customer's order or arising out of Customer's acceptance of Product supplied must be commenced within one year after the cause of action has accrued.

XIX. Governing Law; Remedies

- A. The rights and obligations of the Customer and Seller, and the construction and effect of any contract formed between them shall be governed by the laws of the State of Ohio.
- B. If the Customer fails to fulfill their terms of payment of any invoice or if the financial or business condition or responsibility of the Customer shall become impaired or unsatisfactory to the Seller, Seller may, without liability to Customer or prejudice to any other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

XX. Operating Directions

- A. Customer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the use of the Products.

 B. SELLER SHALL HAVE NO OBLIGATION OR I LARII ITY FOR ANY FARE OF THE PRODUCTS.
- B. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE

THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR INJURY OR DAMAGE OR CLAIM THEREOF.

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Additional Terms for SCCT Custom Orders

Custom orders for integrated operating rooms, lights and booms, and other customized equipment for surgical and critical care shall be subject to STERIS's standard Terms and Conditions of Sale and Installation as well as the following additional terms and conditions:

ayment

A non-refundable deposit of thirty percent (30%) of the total purchase price of any order that includes custom equipment must be paid to STERIS within ten days of the date that STERIS receives Customer's purchase order. Payment for the remainder of the purchase price must be made within thirty days of STERIS's invoice date.

Cancellation

If a Customer chooses to cancel a purchase order for a custom order, the Customer's deposit will be forfeited.

Change Orders

Customer change orders shall be subject to a change order fee of \$2,500.00 plus any price difference between the original and revised order. Customers will be invoiced for the change order fee at the time that the requested change is implemented. All change orders must be accepted and approved by STERIS. Change orders shall be processed upon submission of a revised purchase order. Change orders may result in delays in shipping and/or installation.

The \$2,500.00 change order fee shall also apply if a STERIS installation team arrives at a Customer facility for a scheduled installation but is unable to complete the installation because of the Customer's failure to prepare the site according to previously agreed upon specifications.

turn of Goods

Customer shall not be entitled to any refund or credit for custom-made parts, used parts, or parts that are missing labels or packaging. Goods may not be returned without prior approval from STERIS. Customer is responsible for all freight costs associated with the return of goods after shipment and may be required to pay a restocking fee.

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Date: May 26, 2009 Revision No 1

INSTALLATION TERMS AND CONDITIONS (where installation is purchased from Seller)

General Definitions & Scope of Responsibilities

The Seller's Terms attached hereto are hereby incorporated by reference herein.
 Seller will not be responsible for services other than Seller or Seller contracted sources,

unless authorized in writing by Seller.

- All work will be performed during normal working hours: 8:00 AM to 5:00 PM, Monday through Friday. Holidays and other hours will require additional charges.
- Non-Union labor will be used.

 Seller will be responsible for clean-up of all packing materials, crates, crating and/or other

debris of transporting/setting up the equipment, but containers/dumpsters must be provided

by/at the owner's facility

Parts and labor required to repair damage caused by accident, abuse, natural disaster, fire or theft, misuse by operating equipment for functions/processes not originally designed or recommended, or alteration/ modification of the equipment or accessories after final assembly and test by Seller shall be provided by Customer and are not covered by Seller.

Environmental and Safety Issues

O

HAZARD COMMUNICATION - Customer agrees to provide Seller with information as to all hazards or hazardous materials which Seller's personnel may encounter when performing services for Customer and to familiarize Seller, its employees and contractors with Customer's Hazard Communication Program. If Customer's facility has an asbestos maintenance plan, the applicability of the plan to Seller's services must be specifically pointed out to Seller, and a copy of the plan must be provided to Seller prior to Seller's commencement of work. Customer shall ensure the safety of the work area and of Seller's employees and agrees to defend, indemnify and hold Seller, its employees and contractors, and their insurers (the 'Indemnified Parties') harmless from any and all claims, demands, losses, liabilities, fines, penalties (including but not limited to OSHA penalties), costs (including but not limited to attorneys' fees) or other liability suffered or incurred by the Indemnified Parties as a result of Customers failure to do so.

STEAM

UNEXPECTED OR HAZARDOUS CONDITIONS - If unforeseen conditions are discovered (such as the discovery of hazardous substances or conditions) which may increase the time or expense of performance. Seller shall be entitled to additional compensation for the effects of such unexpected conditions. If Seller and Customer cannot agree on such additional compensation, Seller may stop work without liability and Customer shall pay Seller for any services already performed, at Seller's hourly rates. If Seller encounters materials which it believes may be hazardous, Seller may suspend its services until adequate testing and analysis have been conducted to confirm whether such materials are hazardous or not. In no event shall Seller or its contractors be responsible for the removal, abatement or disposal of any hazardous materials (including but not limited to asbestos, asbestos containing materials, hazardous waste, or infectious waste).

Customer Responsibilities-SITE PREPARATION:

- Remove all asbestos and/or other hazardous materials from equipment building and surrounding area, and safely dispose of same in accordance with local/state/federal codes, prior to Installation and/or Equipment Removal.
 Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees
- and source testing, local or otherwise, that may be required for installation or operation of the equipment being installed.

 Prepare site for equipment installation, to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, special fiber panel and anylating required structural modification to the building, including superstructure above finished ceiling and/or wall back and floor reinforcement.
- Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic the-down devices as specified in Seller equipment drawings/technical documentation.
- Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
- Assure that all door openings, hallways and areas en route from receiving area to installation

- site will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures.
- Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust) according to local/state/federal codes and Seller equipment drawings/technical documentation.
- Furnish and install all electrical disconnects and shutoff valves within easy reach for emergency or service shutdowns, as specified in Seller equipment drawings, and in accordance with local/state/federal codes.

- Provide adequate lighting in recess room area
 Provide an adequate service area around equi
- Provide an adequate service area around equipment as specified in Seller equipment drawings and in accordance with local/state/federal codes, to ensure equipment placement/utility connections and locations are adequately spaced.

Customer Responsibilities-RECEIVING

- Provide for a loading dock with capacity for non-power tailgate delivery.
- If vertical transport is required due to limited access to higher or lower floors via stairways, elevator limitations, etc., customer will be responsible for any/all additional charges. Receive and inspect new equipment for shipping damage and store in weather-protected, secure area inside building designated for final installation, or arrange for transportation and
- off-site storage, scheduling re-delivery in time for final installation.

 Seller will require two (2) weeks notice prior to beginning actual installation work, with clear access to final equipment location(s) guaranteed.
- If old equipment is to become Seller's property, it will be held on-site at designated location for pickup by Seller-contracted transport within a reasonable time, or not to exceed five (5) working days.

Customer Responsibilities-UTILITIES

- Pressure dynamic pressure must meet specific specifications on Seller equipment drawings/technical documentation; must provide steam pressure regulators and shut-off valves where/when specified.
- Quality provide steam traps, insulation and pipe routing necessary to supply 97% vapor-quality steam.

<u>A</u>IR:

- Pressure dynamic pressure must meet specifications on Seller equipment drawings/technical documentation; air regulators must be provided where specified.
- Quality provide filters/dryers necessary to supply air quality as specified on Seller equipment drawings/technical documentation.

WATER:

- Pressure dynamic pressure must meet specification on Seller equipment drawings/technical documentation; water pressure regulators must be provided where specified.
 Flow Rates piping must be properly sized to prevent water hammer; provide correctly sized
- Flow Rates piping must be property sized to prevent water hammer, provide correctly sized pipes and water hammer arresters in order to support water flow rates and pressures as specified on Seller equipment drawings/technical documentation, and according to local/state/federal codes for back flow prevention.
- Quality water provided may be treated as necessary, but must meet quality specifications on Seller equipment drawings/fechnical documentation.

EXHAUST - Provide air exhaust flow (SCFM) as specified on Seller equipment drawings/technical documentation.

WASTE - Provide adequate drain(s), sized to handle water/steam flow rates as specified on Seller equipment drawings/fechnical documentation, and traps, as required by local/state/federal codes.

ELECTRIC - Provide electrical supply as specified on Seller equipment drawings/technical documentation, with locking disconnect switches, as required by local/state/federal codes.